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*Glenn J. Lawless*  
REGISTER OF DEEDS

COUNTER D C.E. D  
VERIFY D D.E. TM  
PROOF P  
FEES \$ 137.00  
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CHG \_\_\_\_\_ CASH \_\_\_\_\_  
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### DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS

This declaration of Covenants, Easements and Restrictions (the "Declaration") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2004 by the Hawkins Development Group, L.L.C., its manager Matthew Hawkins and owner Tracy Hawkins (hereinafter referred to as "Declarant").

#### WITNESSETH:

WHEREAS, the Declarant is the owner of the following legally described real property. To wit:

#### LEGAL DESCRIPTION

Red Feather Ridge lots 1,2,3 and 4, being a plating of the West one half of the Southwest quarter of the Southeast quarter of section 34, township 14 North range 10 East of the sixth P.M., Sarpy County, Nebraska, described as follows: Commencing at the South one quarter corner of section 34 township 14 north range 10 east of the Sixth Principal Meridian, and the *point of beginning*; Thence North 00°17'11" West, (an assumed bearing) on the West line of the Southwest quarter of the Southeast quarter, of section 34, a distance of 1323.96 feet, to the Northwest corner of the Southwest quarter of the Southeast quarter; Thence north 89°56'14" East, on the North line of the Southwest quarter of the Southeast quarter, a distance of 659.14 feet to the Northeast corner of the West one half of the Southwest quarter of the Southeast quarter; Thence South 00°19'16" East, on the East line of the West one half of the Southwest quarter of the Southeast quarter, a distance of 1323.18 feet, to the Southeast corner of the West one half of the Southwest quarter of the Southeast quarter; Thence South 89°52'10" West, on the South line of the Southwest quarter of the Southeast quarter, a distance of 659.94 feet, to the *point of beginning*; and containing a calculated area of 872,942.37 square feet or 20.04 acres more or less. Of which calculated area of 96,614.59 square feet or 2.22 acres, more or less being dedicated as public road right of way.

WHEREAS, Declarant desires to subject the Properties to the covenants, easements and restrictions hereinafter set forth to provide for the beneficial ownership and convenient use thereof by the present and future owners of such Properties.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by all parties, Declarant hereby agrees and declares that the Properties shall be, and the same hereby are, subject to the following covenants, easements and restrictions to-wit:

1. By virtue of the recording of this Declaration, the Properties shall be owned, held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the provisions of this Declaration; and every grantee of any interest in the Properties, by acceptance of a deed or other conveyance of such interest, shall own and take subject to the provisions of this Declaration and shall be deemed to have consented to the terms hereof.

2. The Properties shall be used for single-family residential and related gardening or farming purposes only. Animals may be kept and maintained on the premises for the use, benefit and pleasure of the owner of a property and his or her guests provided they are not kept, bred or maintained for any commercial purpose or in such number as to require licensing or permitting from any governmental authority. For the purposes of this document, the word "animals" is not meant to include such things as fish, birds, hamsters, and other small animals generally kept indoors. The aggregate of all animals permitted on each Property shall not exceed eight (8) with no more than three (3) of the total being hooved animals and no more than three (3) of the total being

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dogs unless written approval is granted by Declarant. No pigs/hogs of any kind shall be kept on the Property. Dog runs, kennels and any animal containment structure shall be allowed only with the approval of the Declarant. If approved, the buildings and pens to contain animals shall comply with the construction requirements within this document. All animals shall be kept on the owner's property and not allowed to wander unaccompanied onto other lots or physically disturb or harm owners of other properties or their guests.

3. Prior to any construction or grading on any Property, whether for any initial or subsequent work, the owner of such Property must first submit construction plans to the Declarant and secure the Declarant's written approval thereof. Approval of the building design and placement of the improvements on each Property shall be in the Declarant's absolute and sole discretion but shall not be withheld arbitrarily. All plans submitted to the Declarant shall include site plans showing location of residence, other buildings, structures, and improvements. The plans shall include at least four (4) exterior elevations, exterior materials, floor plan, foundation plan, plot plan, landscaping plan, drainage plan, and site lines. Any such plans shall also include the plans, specifications and diagram for the septic system and location of propane or other gas tanks. Any plans submitted to the Declarant will not be returned to the owner of the property. Within thirty (30) days after receipt of the plans, Declarant shall notify the owner of the Property in writing either of its approval of the plans or of disapproval with reasons therefore.

4. Construction on, or improvement to, any Property shall be subject to the following restrictions:

(a) No residential structure shall be permitted on any Property having square feet of finished living area of less than:

- (i) For a ranch style (one level) or split-entry home, the ground floor (or main level) shall contain not less than 1,750 square feet of finished living area;
- (ii) A split-level, one and a half (1 ½) story, two story, tri-level or other multi-level home shall contain not less than 2,100 square feet of finished living area:

The computation of finished living area shall be exclusive of porches, breezeways and garages. Waivers from these requirements may be requested by submitting a letter sized (8 ½" x 11") drawing of the exterior of the house and the floor plan to the Declarant. The waiver must then be approved by the owners of each lot or those with pending purchase contracts.

- (b) All residences shall be constructed with a minimum of a built-in or attached two-car garage.
- (c) Vehicular access to all Properties shall be via the common access road. Additional driveways or roads directly accessing Schram Rd. or 234<sup>th</sup> St. are not permitted.
- (d) All power, telephone or other service wires for residences shall be buried underground.
- (e) Outdoor pole mounted lighting shall be limited to two lights per Property and shall be of a focus and intensity as not to disturb the residents of other Properties.
- (f) Mailboxes shall be mounted on the group mailbox stand along the Red Feather Ridge access road and near Schram Rd. in a location approved by the local Post Office. All mailboxes shall be of a uniform size and shape.

(g) No fuel tanks on the outside of any house shall be an eyesore to any other property and shall be kept maintained and in good order.

(h) All water wells and septic tanks shall be at least fifty (50) feet from each owner's property line and shall not be exposed to view from other Properties.

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- (i) No building shall be located on any property nearer than fifty (50) feet from each owner's property line.
  - (j) Construction of each dwelling or structure on a Property must be completed within one (1) year after excavation for footings. Any barn, garage or outbuilding to be constructed on a Property may be constructed at the same time as, or after the construction of the dwelling on the Property.
  - (k) No structure of a temporary character, carport, detached garage, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any Property at any time, either temporarily or permanently.
  - (l) No dwelling house or outbuilding constructed at another location may be moved onto or permitted to remain on any Property or portion thereof without prior written approval of the Declarant.
  - (m) Any barn or other accessory buildings on a Property shall be for useful purpose and shall be constructed of colored metal, brick, wood and/or cedar siding or such other material as may be approved by Declarant.
  - (n) No barn or other accessory building may be smaller in dimension than 10' by 20' unless approved by Declarant. No more than 3 accessory buildings, garages, outbuilding or animal containment structures may be erected unless approved by Declarant.
  - (o) Fences must be constructed using high quality craftsmanship and materials. Chicken wire shall not be used as a fencing material.
  - (p) Fencing not less than 5' tall shall surround permanent swimming pools, either in or above ground. Any swimming pool must be maintained so as not to create a safety hazard or become a nuisance or deteriorate or look in disrepair.
  - (q) No property shall be subdivided to less than the area designated on the original plat.

5. Maintenance of, and activities on, any Property shall be subject to the following requirements:

- (a) All structures and any areas where permitted animals are maintained or kept shall be maintained at all times in a clean, neat and orderly manner by the owner of the Property. All fencing must be kept in good, workable condition and not allowed to deteriorate or look in disrepair. Each owner shall take all reasonable and necessary steps to insure adequate rodent and pest control on such owner's Property.
- (b) Each Property owner shall comply with all county and state health requirements and permits, and observe all rules and regulations of all lawfully constituted authorities in the use and ownership of his, her or its' property.
- (c) No objectionable, unlawful or offensive trade or activity shall be carried on upon any Property; nor shall anything be done thereon which may be or become a nuisance or annoyance too the neighborhood or surrounding Properties.
- (d) No property shall be used in whole or in part for the storage of any property or thing that will cause the land to appear in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance or material be kept upon the land that will emit a foul or

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obnoxious odor, or cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding neighborhood or Properties. No firearms or guns of any type shall be fired or discharged upon, over or across any Property. Low powered, recreational air powered guns are exempt from this restriction.

- (e) All rubbish, trash and garbage shall be removed from the area and shall not be burned by open fire or large incinerator on any Lot, or any part thereof, without a burning permit issued by a local approving authority. All trash and garbage shall be contained and enclosed in metal or plastic containers. Such containers must be placed out of site of other properties. Each Property owner shall independently contract garbage pickup. No unused building material, junk or rubbish shall be left exposed on any Property except during actual building operations, and then only in as neat and inconspicuous a manner as possible.
- (f) No signs (except real estate For Sale signs), or billboards of any type or nature whatsoever shall be placed or constructed or erected on any Property.
- (g) Assembly, disassembly or general service work on any car, truck, equipment or other machinery shall be prohibited except in an enclosed garage.
- (h) No owner of a Property shall have collectively more than three (3) automobiles or pickup trucks unenclosed on any Property. Unenclosed vehicles must be kept in good workable condition and not allowed to deteriorate or look in disrepair. All other vehicles including trailers, boats, campers, recreational vehicles, tractors, grading or excavation equipment or large trucks (i.e. semi trucks, dump trucks or corn trucks) shall be maintained in an enclosed structure, provided however, that an owner of a property may place not more than two (2) antique, ornamental or decorative pieces of equipment or machinery on any such property. Exceptions to the above restrictions are allowed for temporary parking of less than two weeks, not to exceed 4 weeks in a calendar year.
- (i) Not less than two (2) ornamental or deciduous shade trees must be planted on each property within one (1) year after completion of the home, and thereafter maintained in good growing condition, and replaced as necessary. Trees may not be planted within utility easement areas established by this declaration or designated on the recorded plat of Red Feather Ridge. However, shrubs, crops, gardens, hedges or other plants may be permitted within any easement area provided such shrubs, crops, gardens, hedges or other permitted plants do not adversely affect the safety or use of the easement area. See item 7 for definition of utility easement areas.
- (j) Each Property owner shall take whatever steps are necessary to control noxious weeds on such owner's Property. Weeds shall be kept cut to a height of no more than 18 inches with the following exceptions:

- 1 In the area within 40 feet of the main residential structure, weeds and grass must be kept cut to a height of no more than 6 inches.
- 2 In the area within 10 feet of any outbuilding or animal containment structure, weeds and grass must be kept cut to a height of no more than 6 inches.

Property owners are responsible for the trimming of grass and weeds on their property along the common access road leading into Red Feather Ridge. Owners of lots 1 and 2 along Schram Rd. are not required to, but may at their discretion, maintain all or part of the area within 50 feet of the center of Schram Rd. Owners of lots 1 and 2 are responsible for the trimming of grass and weeds and general upkeep and maintenance of the beauty mounds

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located along Schram Rd. Lot 1 includes the subdivision entrance sign. Trees planted on these beauty mounds are to be maintained in good growing condition and replaced with matching trees as necessary. Trees, shrubs, bushes and flowers planted on these beauty mounds may not be removed, cut down or altered unless approved by Declarant. Owners of lot 1 are responsible for the trimming of grass and weeds and general upkeep and maintenance of the beauty mounds located along 234<sup>th</sup> St. Trees planted on these beauty mounds are to be maintained in good growing condition and replaced with matching trees as necessary. Trees, shrubs, bushes and flowers planted on these beauty mounds may not be removed, cut down or altered unless approved by the Declarant. Owners of lots 1 and 2 are additionally responsible for the vinyl fencing along the common access road. This fencing may be tied into to provide one side of a perimeter fence for these lots. Damages to this fence by the owners, their livestock, animals, children or guests are the responsibility of the owners of lots 1 and 2. The vinyl fencing may not be removed, altered or replaced with other fencing unless approved by Declarant. Owners of lots 1 and 2 are responsible for the eight (8) ornamental trees planted on each lot along the vinyl fence following the common access road. These trees are to be maintained in good health and replace as necessary with matching trees.

Owners of lots 1 and 3 along 234<sup>th</sup> St. are not required to, but may at their discretion, maintain all or part of the area within 50 feet of the center of 234<sup>th</sup> St.

Owners of lots 3 and 4 are additionally responsible for the vinyl fencing that extends onto thier property from the common access road, including the circle drive. This fence may be tied into to provide one side of a peremiter fence for these lots, providing any open spaces in such fence are not closed. (such as driveway access) Damages to this fence by the owners, their livestock, animals, children or guests are the responsibility of the owners of lots 3 and 4. The vinyl fencing may not be removed, altered or replaced with other fencing unless approved by Declarant.

- (k) Each Property owner shall be assessed a reasonable fee for maintenance of the Red Feather Ridge common areas. Such maintenance fee (initially set at \$150.00 per year) shall be used to provide professional snow removal on the common access road when snow is deeper than 4 inches, new road rock as needed (including delivery and spreading), mowing and maintenance of the area within 50 feet of the center of Schram Rd. and 234<sup>th</sup> St. when the height of grass in this area exceeds 18 inches, and upkeep of the entrance sign and beauty mound. Such maintenance fee shall be paid within thirty (30) days after receiving notice from the Declarant of the amount due. The Declarant may increase such maintenance fee as necessary. Nothing in this declaration shall prohibit the owners of the properties from agreeing to a greater contribution if they desire more extensive improvements or maintenance. Failure to pay the assessment to Declarant within thirty (30) days from the receipt of the invoice shall entitle Declarant to assess a lien against the Property for any unpaid assessments. All property owners are responsible for payment of their assessment whether or not they occupy a dwelling on the Property.

6. The Declarant is herby given the legal right to enter upon any vacant or unattended Property for the purpose of improving its general appearance, to mow weeds, or for any other purpose should it become necessary under this Declaration without being deemed a trespasser; provided, however, that the owner of the Property shall pay any reasonable costs and expenses actually incurred on this account upon demand made therefore by Declarant, plus interest thereon at the rate of twelve (12%) percent annually from the date incurred.

7. A perpetual easement is herby ranted to the Omaha Public Power District, Qwest Corporation, and any company which has been granted a franchise to provide a cable television system in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair, and renew poles, wires, cross arms, down guys and anchors, cables, conduits and other related facilities and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and the power for the transmission of signals and

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sounds of all kinds and the reception thereof, including signals provided by a cable television system and their reception, on, over, through, under and across a sixteen (16') foot wide strip of land abutting all boundary lot lines, a five (5') wide strip of land abutting all interior lot lines, and a thirty three (33') wide strip of land running within the common access road. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in said easement ways, but the same may be used for gardens, shrubs, landscaping, sidewalks, driveways, and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

8. Hawkins Development Group L.L.C. or it's successor or assign, may terminate it's status as Delcarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, the owner or owners of each property shall have one (1) vote for each lot owned in all matters appropriately brought before the owners of all the Properties. Decisions on such issues must be agreed upon by a clear majority of the Property owners three (3) of the four (4) votes.

9. If the present or future owners, users or occupants of the Lots shall violate or attempt to violate any covenant or restriction contained in this Declaration, it shall be lawful for any other person or persons owning any other Lot to prosecute proceedings at law or in equity against the person violating or attempting to violate any such covenant or restriction and either prevent him from so doing or recover damages for such violation. Failure by the Declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

10. Declarant reserves the sole and exclusive right to amend or modify this Declaration in any manner for a period of five (5) years from and after the date of recording this instrument with the Sarpy County Register of Deeds. Thereafter, this Declaration may be amended or rescinded by written instrument, signed, acknowledged and duly filed in the public records by the then owners of at least seventy five (75%) percent of the properties. The Declaration shall be enforceable by the Declarant, or the owner of any lot subject to the reserved rights of Declarant and its successors and assigns, from the date this Declaration is recorded through December 31, 2024, after which time this Declaration shall be automatically extended for successive periods of ten (10) years each, unless an instrument terminating this Declaration is signed by the owners of at least seventy five (75%) percent of the properties and has been recorded in the public records prior to the commencement of any such ten-year period.

11. Invalidation of any provision of this Declaration by judgment or court order shall in no way affect any of the other provisions. For a period of five (5) years from and after the date of recording this instrument with the Sarpy County Register of Deeds, the Declarant reserves the exclusive right to modify, alter or waive any provision contained in this Declaration by means of recorded written instrument as to any Property or Properties in cases where the Declarant, in Declarant's sole discretion, deems it necessary or advisable because of unusual circumstances or to prevent hardship.

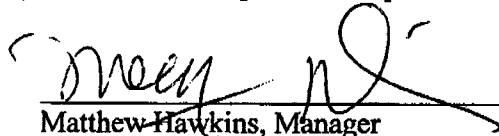
12. The Declarant does hereby specify, agree, designate and direct that this Declaration and all of it's provisions are and shall be deemed covenants running with the Lots and shall insure to the benefit of and be binding on the present owners of the Lots and all subsequent owners of the Lots, together with their respective heirs, personal and legal representatives, successors and assigns.

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IN WITNESS WHEREOF, The Declarant has caused these presents to be executed this day and year first above written.

**DECLARANT:**

Hawkins Development Group L.L.C.

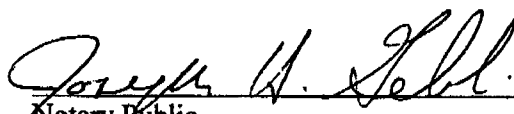
  
Matthew Hawkins, Manager

  
Tracy Hawkins, President

STATE OF NEBRASKA  
COUNTY OF SARPY

The foregoing instrument was acknowledged before me on this 22<sup>nd</sup> day of December, 2004, by Matthew Hawkins and Tracy Hawkins owners of Hawkins Development Group, a Nebraska Limited Liability Corporation, on behalf of the Corporation.



  
Notary Public